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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 3, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Cliffhangers, Inc., (VC# 174675) Sagamore Beach, MA, for a total price not to exceed $33,386.00 for window washing services. The term of the contract shall begin on July 1, 2024, or upon approval of the Governor and Executive Council whichever is later, through June 30, 2026, a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures for Fiscal Years 2025 and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

EXPLANATION

In accordance with RSA 21-I:12, II, the Department of Administrative Services, Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." The Division of Plant and Property Management maintains ninety-one state owned buildings located throughout the State. This contract will be utilized to obtain exterior window cleaning services for state owned buildings managed by the Department of Administrative Services located in Concord, NH.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property website on March 13, 2024. In addition to posting the bid on our website, we also notified twenty-three (23) contractors that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. We received five bids. The bids were awarded by building to the lowest cost vendor. Attached is a copy of the bid summary.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

RFB DAS 2024-03

Window Cleaning Services

April 4, 2024 @ 1:30 PM

Building	Address	Castle Wash LLC	Cliffhangers Inc.	Pro City Facilities Services	Jack & Joe's Window Cleaning Inc d.b.a. Squeegee Squad	Mr. J and K Enterprises Inc d.b.a Fish Window Cleaning
State House	107 North Main Street	4850	1998	8980	10500	10640
State Library	20 Park Street	2800	2165	1900	8750	2560
Van McLeod Building	19 Pillsbury Street	885	1313	1500	4632.5	2530
Legislative Office Building	33 North State Street	3750	1799	6500	2200	6825
Purchase and Property Warehouse	12 Hills Avenue	725	1640	2500	5525	1275
Records and Archives Building	9 Ratification Way	985	875	1850	1785	1100
Spaulding Hall	95 Pleasant Street	1475	6900	9350	8750	13380
Johnson Hall	107 Pleasant Street	1750	6882	9350	6900	13200
Health and Human Services Building	29 Hazen Drive	6495	2565	9350	3782.5	6700
Data Center	27 Hazen Drive	3825	1480	800	1955	1995
Department of Safety Building	33 Hazen Drive	4250	1480	4500	1955	2250
Division of Motor Vehicles	23 Hazen Drive	1245	947	2650	1955	1950
John O Morton Building	7 Hazen Drive	3800	2314	7400	2932.5	6250
Granite Place South	1 Granite Place South	6820	2335	16000	807.5	3950
Supreme Court Building	1 Charles Doe Drive	1625	2163	700	722.5	2100
Administrative Office of the Courts	2 Charles Doe Drive	925	1243	500	722.5	2500
Upham Walker House	18 Park Street	1275	1650	1400	935	1380
Walker Building	21 South Fruit Street	6275	7400	8500	9775	34941
Old Revenue Building	64 South Street	1485	1650	3450	4165	2100
Bridges House	21 Mountain Road	725	1021	900	977.5	1200
Materials and Research	5 Hazen Drive	1625	950	1600	1147.5	2200
Mechanical Services	33 Smokey Bear Blvd	95	245	550	637.5	1290
Annex Building	115 Pleasant Street	4175	2335	2645	2600	1540
Brown Building	129 Pleasant Street	5875	5015	7980	4500	7600
Dolloff Building	117 Pleasant Street	2850	1650	3800	10500	13550
Liberty Building	119 Pleasant Street	345	908	800	807.5	1800
Main Building	105 Pleasant Street	8250	1650	7600	3800	29550
NH Hospital Laundry Building	127 Pleasant Street	485	1453	1100	935	576
Nh Hospital Warehouse	131 Pleasant Street	765	465	No Bid	807.5	690
Thayer Building	97 Pleasant Street	4645	5060	No Bid	2100	25225

Bids under review. Contract award pending approval of Governor and Council

excel/mike/other/bid results RFB DAS 2024-03 Window Cleaning Services 442024

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Cliffhangers, Inc.		1.4 Contractor Address 180 State Road, Suite 3, Sagamore Beach, MA 02562	
1.5 Contractor Phone Number 508-833-3400	1.6 Account Unit and Class Various	1.7 Completion Date June 30, 2026	1.8 Price Limitation $33,386.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number (603) 271-7774	
1.11 Contractor Signature Patrick West Date: 4/22/24		1.12 Name and Title of Contractor Signatory Patrick West, President	
1.13 State Agency Signature Date: 5/7/24		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/14/24	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials PW
Date 4/22/24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials PW
Date 4/22/24

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials PW

Date 4/22/24

EXHIBIT "A"

SPECIAL PROVISIONS

1. **No Special Provisions.**

Contractor Initials PW
Date 4/22/24

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Window Cleaning Services" at the following State-owned buildings located in Concord, NH as follows:

State House	107 North Main Street
Legislative Office Building	33 North State Street
Records and Archives Building	9 Ratification Way
Health and Human Services Building	29 Hazen Drive
Department of Safety Building	33 Hazen Drive
Division of Motor Vehicles	23 Hazen Drive
John O Morton Building	7 Hazen Drive
Materials and Research	5 Hazen Drive
Dolloff Building	117 Pleasant Street
Main Building	105 Pleasant Street
NH Hospital Warehouse	131 Pleasant Street

2. The term, "Window Cleaning Services" as used above shall include providing all labor, supervision, transportation, tools, materials, and equipment necessary to satisfactorily complete the "Window Cleaning Services" as described herein. "Window Cleaning Services" shall include cleaning of all exterior transparent and partially transparent surfaces including all exterior windows and exterior entry doors. The Contractor shall clean both sides of all exterior full or partially transparent windows and entry doors.

3. The term of this non-exclusive contract shall be from July 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2026, a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions agreed upon by both parties. Any such extension shall be subject to Governor and Council approval.

4. The State has the right to terminate this contract at any time giving the Contractor a thirty-day written notice.

5. The Contractor shall do all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore. All the work, labor, and equipment to be done and furnished under this contract, shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

6. If sub-contractors are to be utilized, please provide information regarding the proposed subcontractors including the name of the company, their address, contact person and three references from clients that the subcontractor is currently or recently provided similar services. The State must approve any sub-contractor before being allowed to perform any work.

Initials PW
Date 4/22/24

7. Window Cleaning Services shall be accomplished during the spring, summer and fall at the discretion of the State Project Manager.

8. All Window Cleaning Services shall be performed between the hours of 7:00 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours must be pre-approved by the State Project Manager.

9. The Contractor shall not commence work until a conference is held at which representatives of the Contractor, and the State are present. The conference will be arranged by the State.

10. Window cleaning shall be accomplished using a cleaning agent formulated for use on the surfaces being cleaned. Spills, splashes, drips etc., shall be wiped dry. Adjacent surfaces shall be included in the cleaning process.

11. A window or other transparent surface shall be considered properly cleaned when it is free of film, dirt, stains, tarnish, streaks, lint cleaning marks, etc., and has a uniform clean appearance. Any permanent stains will be considered when determining the cleanliness of a window. The Contractor will not be responsible for any permanent stains that currently exist on windows. The Contractor shall be responsible to notify the State regarding any permanent stains.

12. The Contractor is responsible to relocate any furniture to successfully complete the window cleaning services.

13. The Contractor shall supply all equipment and chemicals necessary to complete the job. All equipment and chemicals must be in strict compliance with O.S.H.A.

14. All window ledges and sills are to be cleaned. Any other surface that the Contractor may need to stand on or use to perform the job must also be cleaned.

15. The Contractor shall protect all roof systems at all times. If a building does not have built in catwalks or walkways, the Contractor must supply and use 4' x 8' x ¾" plywood. No equipment can be affixed to any part of a building without prior approval from the State Project Manager or his designee.

16. If staging or ground equipment is used, the Contractor must protect all surfaces. The Contractor is responsible for any damage to sidewalks, grass, or subsurface structure. Prior approval is required before using staging or other heavy ground level equipment.

17. All equipment is to be secured at the end of each workday. The State is not responsible for any damage, vandalism or theft of vendor supplies and equipment.

18. The Contractor shall furnish all safety devices, equipment, barriers, and barricades as required to insure against damage to buildings, grounds and / or injuries to visitors or employees. Said equipment shall comply with all state and federal safety regulations.

19. The Contractor must coordinate access to roofs and water supply with the State.

20. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property on or about the work.

Initials PW
Date 4/22/24

21. The Contractor shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements, or other causes.

22. The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

23. The State will require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, subcontractors or their equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

24. The Contractor must immediately report any damage or breakage that occurs to the State Project Manager.

25. The Contractor shall be responsible for any roof damage in the areas they walk or stage equipment for fulfillment of the contract. Roofs will be inspected prior, during and after work is performed by a representative of the State.

26. The work staff shall consist of qualified persons completely familiar with the products and equipment they must use. The State Project Manager Officer may require the Contractor to dismiss from the work such employees as he deems, incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed by him to be contrary to the public interest or inconsistent with the best interest of security.

27. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

28. While on State property, Contractor's employees or subcontractors shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

29. The Contractor is responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under this contract.

30. All Contractor's personnel must observe all regulations or special restrictions in effect at the State Agency.

31. Prior to placing any individual in State facilities all prospective window cleaning personnel must receive clearance from the Division of State Police Criminal Bureau. Said clearance shall be obtained by submitting a list of all prospective employees to the State Project Manager at least 2 weeks before any work is scheduled to begin. The Contractor shall be responsible to pay the fee of $25 per worker for the criminal check.

32. The Contractor shall furnish all personnel with uniforms, which must be neat and clean in appearance with picture identification that is visible at all times.

Initials PW
Date 4/22/24

33. The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

34. State House: Windows in the base of the dome and cupola are not included in the scope of work.

35. Health & Human Services Bldg: Windows in the atrium are not included as part of the scope of the work.

36. All Contractor correspondence shall be sent to:

    State of New Hampshire
    Department of Administrative Services
    Donald Perrin, Superintendent
    19 Pillsbury Street
    Concord, NH 03301

Initials PW
Date 4/22/24

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Window Cleaning Services" for State owned buildings as the listed below for a not to exceed total of **$33,386.00** (herein after referred to as the contract price) in return for the services described in Exhibit "B".

2.

Building	Location	Cost per building per Occurrence to Clean All Exterior Widows (both sides)
State House	107 North Main Street	$1,998.00
Legislative Office Building	33 North State Street	$1,799.00
Records and Archives Building	9 Ratification Way	$875.00
Health and Services Building	29 Hazen Drive	$2,565.00
Department of Safety Building	33 Hazen Drive	$1,480.00
Division of Motor Vehicles	23 Hazen Drive	$947.00
John O Morton Building	7 Hazen Drive	$2,314.00
Materials and Research	5 Hazen Drive	$950.00
Dolloff Building	117 Pleasant Street	$1,650.00
Main Building	105 Pleasant Street	$1,650.00
NH Hospital Warehouse	131 Pleasant Street	$465.00

3. Invoices shall be submitted after the completion of the window cleaning services. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

4. Invoices shall be submitted electronically to:

   generalservices.accountspayable@das.nh.gov

5. Payment shall be paid in full within thirty (30) days after receipt of the invoice, and acceptance of the work to the State's satisfaction. Payment will be made via ACH unless otherwise specified by the State.

Contractor Initials PW
Date 4/22/24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CLIFFHANGERS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 11, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **762818**

Certificate Number: **0006682153**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of May A.D. 2024.

David M. Scanlan

Secretary of State

Certificate of Authority

I, **Maria West**, hereby certify that I am duly elected Secretary of the corporation listed below. I hereby certify the following is a true copy of a vote taken at:
180 State Road, Unit 3 Sagamore Beach, MA 02562 USA

Name of Corporation: Cliffhangers, Inc., a Massachusetts corporation

a meeting of the Board of Directors/shareholders, duly called and held on April 22, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Patrick West, President and Director**, is duly authorized to enter into contracts or agreements on behalf of **Cliffhangers, Inc.** with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 4/22/24

ATTEST: Maria West Maria West, Secretary, Treasurer, Vice President, Director

I, **Maria West**, hereby certify that I am duly elected Secretary of **Cliffhangers, Inc.**

I hereby certify the following is a true copy of the current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations: Secretary, Treasurer, Vice President, Director

I further certify that the following individuals currently hold the office or positions authorized:
Maria West (Secretary, Treasurer, Vice President, Director)
Patrick West (President and Director)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATED: 4/22/24

ATTEST: Maria West Maria West, Secretary, Treasurer, Vice President, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Hollis Insurance Agency Inc
1 Village Green North
Plymouth MA 02360

CONTACT NAME: Jillian Hollis
PHONE (A/C, No, Ext): (508) 209-0400 FAX (A/C, No): (508) 209-0444
E-MAIL ADDRESS: jhollis@hollisagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Navigators Specialty Ins Co	
INSURER B :	The Commerce Ins. Co.	34754
INSURER C :	Scottsdale Insurance Co, Evanston Insurance Company	XSB007
INSURER D :	AmGUARD Insurance Company	42390
INSURER E :	Lloyds Of London	
INSURER F :		

INSURED

Cliffhangers, Inc.
180 State Road
Suite 3
Sagamore Beach MA 02562

COVERAGES **CERTIFICATE NUMBER:** NOV 2023 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		RK23CGLZ0BQ5KIC	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Personal & Advertising	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			L11227	07/01/2023	07/01/2024	~~COMBINED SINGLE~~ LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XLS2002287, MCGZ100805	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10000000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		R2WC468969	11/06/2023	11/06/2024	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			TBD	04/15/2024	04/15/2025	General Aggregate INCL	$1,000,000
							Each Occurrence INCL	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured in regards to General Liability, but solely as respect to work performed by or on behalf of the Named Insured, in connection with the described project per the written contract and Auto Liability & Umbrella/Excess Liability.

It is further agreed such insurance as is afforded shall be Primary and Non-contributory with any other insurance inforce for or which may be purchased by the Additional Insured.

It is understood and agreed that the company waives its right of subrogation against Additional Insured which may arise by reason of a payment of claim

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative S
25 Capitol Street Room 120
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Hollis Jr.

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AGENCY CUSTOMER ID: 00008278

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hollis Insurance Agency Inc	Cliffhangers, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

under the General Liability, Auto Liability, Professiona liability and Umbrella/Excess Liability, where required by written contract prior to a loss.

Named insured is given 30 days notice for cancellation.

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